

**A2A EXTERNAL FUNDS TRANSFER  
SERVICE ADDENDUM TO  
ONLINE BANKING SERVICES AGREEMENT**

Together with the Online Banking Services (“OB Services”) agreement (“Agreement”), which continues to apply and is hereby ratified, confirmed and deemed incorporated herein by reference, this addendum (“A2A Service Addendum”) supplements said Agreement. The Agreement and Addendum describe both your and Apple Bank for Savings’ (“Apple Bank” or “Bank”) rights and obligations when using the A2A electronic funds transfer service (“A2A Service”) and represents your acceptance of the terms and conditions.

**PLEASE TAKE NOTICE: ALL TERMS AND CONDITIONS OF THE AGREEMENT INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO YOUR RESPONSIBILITIES, LIABILITIES, OBLIGATIONS TO RELEASE, HOLD HARMLESS AND INDEMNIFY THE BANK, TO PROVIDE TIMELY NOTICE(S) AND TO BE BOUND BY THE BANK’S LIMITED LIABILITY, DISCLAIMERS OF WARRANTIES AND ITS DISCLOSURES CONCERNING CONSUMER ELECTRONIC FUNDS TRANSFERS, ONLINE SECURITY, ELECTRONIC COMMUNICATIONS, SYSTEMS REQUIREMENTS, ACCESS TO SERVICES, GENERAL TERMS AND CONDITIONS, ETC., ALL AS SET FORTH THEREIN, ARE DEEMED INCORPORATED HEREIN FOR ALL PURPOSES AND SHALL APPLY IN ALL RESPECTS TO THE A2A EXTERNAL FUNDS TRANSFER SERVICE PROVIDED PURSUANT TO THIS ADDENDUM.** Please read it, again, and make a copy for your records.

This Addendum contains supplemental definitions and abbreviations at Section VI.

**I. THE A2A SERVICE — EXTERNAL FUNDS TRANSFERS**

- A. By subscribing, using an Electronic Signature, clicking “I Agree,” requesting access or using the account-to-account (“A2A”) External Funds Transfer Service (“A2A Service”) and providing Login Credentials, you and anyone else you authorize (i.e., an Authorized Person) agree to be bound by this Addendum to the Agreement and the Bank’s Rules. Your acceptance of this Addendum constitutes your Enrollment and registration in the A2A Service and evidences affirmative consent under the E-Sign Act.
- B. Transfers of Funds. You may use the A2A Service to associate or link one or more External Accounts which you must beneficially own or control maintained at other U.S. financial institutions (“FIs”), with Eligible Accounts at Apple Bank for Savings. You will be able to initiate EFTs among such accounts through an ACH network. With certain limitations, you may initiate EFTs through ACH, going to (credit) or from (debit) your linked accounts. Access to Eligible Accounts may be limited or prohibited for certain purposes.
- C. Transactions Limitations. For details, please see the Agreement, at Section 1.F.
- D. Security. The A2A Service can be used on a Computer or a Mobile Device, including the use of Touch-Enabled Login and Text Banking. For details, please see the Agreement, including its provisions on Mobile Banking, Mobile Banking Security, and Your Online Security, at Sections 1.F. and XIII.
- E. ACH/EFT & Check Payment Order. On any given Business Day, when both ACH/EFT debits and/or checks are presented for payment against your account, Apple Bank will pay ACH/EFT debits first, followed by any checks presented. ACH/EFT debits will be paid in the order in which they are received by

the Bank and then checks will be processed in the same manner. For example, if an ACH/EFT debit for \$300 is presented for payment and two checks are also presented for payment, the ACH/EFT will be processed first, followed by the two checks in the order in which they were received by the Bank.

Additionally, other EFT transactions, such as point-of-sale transactions, will be posted to your account throughout the day as they are received by the Bank.

F. Linking Accounts

The A2A Service requires you to establish an electronic association or link between an Account(s) and one or more External Accounts to facilitate EFT Transfers through an ACH network, without your physical presence at a branch or your hand written signature.

The owner of the External Account must be the same as the Account owner, user or Authorized Person permitted to access the OB Service and the A2A Service, whether an individual, business, fiduciary or other entity.

To electronically associate or link your External Account at another FI:

- First, you must furnish and submit the American Bankers' Association (ABA) Routing Number and account number for each such External Account designated to be linked; and
- Second, you must verify two small micro-deposits and withdrawals (less than \$1.00) that will be made to the account.

Once you have confirmed the micro-deposits and withdrawals the External Account will be linked for immediate display and use with A2A external funds transfer Service, allowing you to initiate Electronic Funds Transfers ("EFTs") through an Automated Clearing House ("ACH") Network. With certain limitations, you will be able to initiate EFTs to come from (debit) or to go to (credit) your External Accounts.

G. Authorization

By enrolling in the Service, you authorize and direct the Bank, as the originating depository financial institution ("ODFI"), Q2 and/or FIS Global, their subsidiaries, affiliates and processing agents to: (1) activate said Service, (2) accept and process your Instructions, and (3) do all things necessary to enable you to access use the Service.

H. ACH Rules

All Transfers initiated hereunder are subject to the Operating Rules and Guidelines of NACHA – The Electronic Payments Association ("NACHA") and applicable regional or local ACH ("NACHA Rules"). All credits to your Accounts or External Accounts **shall be provisional until** the Bank or such other FI that holds your External Accounts finally pays and settles for any such credit. If, for any reason, final settlement or credit is not received, your Accounts or External Accounts may be charged back for the amount(s) thereof, together with any applicable fees or charges. Additionally, illegal transactions, such as online gambling, will be blocked when detected by NACHA and/or the Bank. You agree to comply with and

to be bound by the Rules, NACHA Rules and related procedures, as well as to the terms and conditions of this Addendum.

I. External Transfers

To use the A2A Service for “External Transfers,” you must maintain at least one deposit Account with us and at least one External Account, between which you may Transfer funds. Standard Transfer withdrawals affecting your Accounts are executed through ACH entries from or to Linked External Accounts.

J. Fees. There are no monthly Maintenance Charges associated with the A2A Service and there is no fee for standard processing transactions, inbound or outbound. There is a fee of \$8.95 for Next Day processing of outbound transactions.

K. Dollar Limits. You may originate withdrawals or deposits through the A2A Service from or to your external Accounts in a standard processing aggregate dollar amount that is limited to \$2,000 per transaction (completed) and \$5,000 per calendar month. These same dollar limits will apply to Next Day processing.

L. Premium Processing. Upon Bank approval for premium processing, higher limits may be enabled for inbound and outbound transactions in an aggregate maximum dollar amount of \$5,000 per day, and \$10,000 per calendar month.

M. Timing of Transfers

It may take up to three (3) Business Days before any standard processing Transfer is Completed. Your Transfer Instructions should allow for this time period between the Send On date and the time your Transfer has been Funded. No further Transfer Instruction will be accepted before completion of a pending Transfer, but you may schedule a Transfer to occur thereafter. The processing of Transfer Instructions received before the Cutoff Time of 2:00 PM will begin on the same day. Instructions made after the Cutoff Time of 2:00 PM ET may not be processed until the following Business Day. When submitting Instructions you should make allowance for the Cutoff Time.

N. Business Days

A Business Day is any day other than a Saturday, Sunday or legal bank holiday. All Transfer requests (i.e. to initiate a transfer of funds through ACH) made after 2:00 PM ET will be treated as having been received on the next Business Day.

O. Instructions

You authorize us to charge your designated Transfer From account with us for all Transfers you, an User or other Authorized Person initiates through the Service and, further, you agree to have sufficient available funds in your Transfer From account on the Send On date to cover the amount of the Transfer and any fees associated with it. We will not be obligated to make any Transfer you may request unless there are sufficient available funds (including any available overdraft protection you might have). In the absence of sufficient available funds, the Transfer may be rejected and will not be reintroduced into the ACH network by us. Transfers to an External Account will be held by us on the calendar date and ordinarily will be reflected in your External Account on the Deliver By date. A fee of \$35.00 will be charged against

your Account for any Transfer initiated against uncollected or insufficient available funds, whether such item is paid or unpaid.

P. Statements/Receipts

Upon delivery of a Transfer Instruction through the Service you will receive a written confirmation, electronically on your Computer or Mobile Device screen, of the initiation of the entry of the transaction into the ACH system. Your confirmation will contain a reference number for your use, if it becomes necessary.

**II. USER REPRESENTATIONS AND WARRANTIES**

By subscribing hereto, becoming an User, requesting access and when using the A2A Service each User authorizes, represents and warrants as follows:

- (i) The Bank, Q2 and/or Fidelity National Information Services, Inc. ("FIS Global") and any of their processing agent(s) are authorized to use, copy, modify, display and distribute any information, data, materials or other content, both confidential and non-confidential, that the User provides to such processing agents for the purpose of providing the Services;
- (ii) User has the right to authorize and permit processing agents to access the User's accounts to effect funds transfers (i.e. External Transfers) or for any other purpose authorized by the User Agreement;
- (iii) By disclosing to and allowing processing agents to use such information the User is not violating any third party rights;
- (iv) The information provided to the Bank, Q2 and/or FIS Global, and their processing agents is and shall continue to be true, current, correct and complete;
- (v) The Bank, Q2 and/or FIS Global, and their processing agents are authorized to use the submitted information to perform the Funding service and to configure the same to be compatible with the User's accounts;
- (vi) The Bank, Q2 and/or FIS Global, and their processing agents are hereby appointed as the true and lawful attorney(s)-in-fact and agent of the User, with full power of substitution and re-substitution, for, in the name, place and stead of him or her, in any and all capacities, to access the Accounts, effect funds transfers, with full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with effecting funds transfers, including verifying the content and authenticity of any funds transfer instruction for the purposes of security procedures applicable to Accounts, as fully to all intents and purposes as the User might or could do in person;
- (vii) That User shall indemnify, defend and hold Apple Bank, Q2 and/or FIS Global, and their processing agents, their subsidiaries, affiliates, partners, officers, directors, employees, consultants and agents harmless from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys' fees) arising from User's use of the Funding service, the Bank's, Q2's and/or FIS Global's, and their processing agents' reliance on the information, instructions, license and/or authorizations provided by the User, and for their violation of the terms hereof or their infringement (or that of any other user of their Funding service account) of any intellectual property or other rights of any person(s) or entity(ies).

Joint Owners. If two or more joint owners hold an Account, the Account may be accessed and linked to External Accounts owned by the same owners. Electronic withdrawals using the A2A Service may be made by any one of them, up to and including the entire Account balance, without the further consent of any other. The Bank shall not be liable for any such withdrawals made by any owner. Each owner is deemed to be an agent of every other owner for all purposes.

If any of the accounts that you register under the A2A Service is a joint account, you confirm that your joint account holder has consented for you to use that accounts with the Service. We will end your use of the A2A Service if any joint account holder notifies us that (i) he or she never consented to your use of the Service, (ii) the joint account can no longer be operated on your instructions alone, or (iii) he or she is withdrawing consent for you to operate the joint account.

#### A2A Service Termination

You may terminate this A2A Services Addendum and cease your participation, by calling between the hours of 8:30 AM and 9:00 PM M-F; and between 9:00-3:00 PM SAT-SUN, Eastern Time ("ET"), at (914) 902-APPLE (2775), by notifying us through the secure messaging center of the OB Service, or by writing the Bank at:

Customer Line  
c/o Apple Bank for Savings  
1395 Northern Blvd.  
Manhasset, NY 11030

### **III. FEES**

There are no monthly Maintenance Charges associated with the Service. There is no fee charged for standard processing External (ACH) Funds Transfers (per outgoing Transfer, only).

Next day processing of Funds Transfers is available, subject to the certain dollar limits (see A2A Service, above), for an \$8.95 next day processing fee.

For general information on Fees associated with the Bank's deposit accounts, see the Agreement, as well as the applicable Account Disclosure(s). A fee of \$35.00 will be charged against your Account for any Transfer initiated against uncollected or insufficient available funds, whether such item is paid or unpaid.

### **IV. CONSUMER ELECTRONIC FUNDS TRANSFER ("EFT") PROVISIONS**

A. Scope. These provisions apply to any EFT conducted through the OB, MX, Bill Payment, internal transfer, A2A external funds transfer, Mobile Banking, Text Banking, PayAnyone or any other Service(s) available now or hereafter by which you authorize and instruct Apple Bank, as the originating depository financial institution ("ODFI"), through Q2 and/or Fidelity National Information Services, Inc. ("FIS Global"), or any third-party processor and any ACH network, to debit or credit one or more of your deposit Accounts. The Act and Reg. E, as defined herein, govern consumer EFTs. The Bank may rely on any exceptions or exclusions to the provisions contained in the Act or Reg. E. Any terms not defined herein but which are defined in the Act or Reg. E shall have the same meanings as in said statute and regulation.

#### **B. NOTE:**

See, **Section IV of the Agreement**, for details of Consumer Electronic Funds Transfer (“EFT”) Provisions.

See also, **Section XVII of the Agreement** for additional Definitions.

## **V. LIMITED LIABILITY OF THE BANK AND THIRD-PARTY PROVIDERS**

A. Our Liability. This Section explains the Bank’s and Third-Party Providers’ liability to you only to the extent that the Agreement, Addenda, notices or other disclosures do not separately disclose it. In the event of a conflict, the pertinent provisions of the Addenda shall govern.

B. **NOTE:**

See, **Section XI of the Agreement**, at sub-sections A. through J., for details of the Limited Liability of the Bank and Third-Party Providers.

See also, **Section XVII of the Agreement** for additional Definitions.

## **VI. DEFINITIONS**

In addition to the definitions in the Agreement, the following apply:

1. “A2A Service” is the Service offered by the Bank pursuant to this Addendum, enabled upon Enrollment, through which you can initiate certain external funds transfers through ACH, to or from one or more External Accounts, with certain limitations.
2. "Cancelled" means that a Transfer will neither be processed nor sent at your request;
3. "Completed" means that we have sent a request to Transfer funds to the FI holding your External Account and the FI has not rejected our request to transfer funds on your behalf within the time established by banking institutions. It does not mean funds have necessarily been received into your Transfer To account;
4. "Cutoff Time" means 2:00 PM Eastern Time (“ET”) on any Business Day and is the time by which we must receive Instructions to have them considered entered on that particular Business Day (*see* Timing of Transfers, above, for additional details);
5. "Deliver By Date" means the estimated Business Day that a Transfer is expected to complete processing. This date will be not less than three (3) Business Days following the Send On date; funds may actually arrive at the Transfer To account (and be deducted from the Transfer From account) before or after this date;
6. "External Account" means a transactional checking or savings account that, ordinarily, you maintain with a third-party U.S. FI (or sometimes with us) and designate to associate with one or more of your Eligible Accounts, electronically via ACH, subject to Transaction Limitations (see Agreement, at Section 1.C.);
7. "Funding Failed" means when the FI holding your External Account notifies us that your attempted Transfer from your External Account could not be completed;

8. "Funded" means when an amount to be transferred to your External Account has been withdrawn from the available balance of your Transfer From account;
9. "In Process" means that a Transfer is no longer "Pending" or "Funded" and it cannot be changed or Cancelled;
10. "Instruction" includes any information you provide to us to effect a funds transfer (i.e. External Transfer), to be delivered to or from your External Account (e.g., third-party FI name, ABA routing number, your account number, and Deliver By date);
11. "Originating Depository Financial Institution" or "ODFI" is the FI responsible for initiating your ACH entries to an ACH Operator for execution of your Instruction (e.g., transmitting each entry to the Receiving Depository Financial Institution ("RDFI"), etc.) and for NACHA Rules compliance. Apple Bank is the ODFI for the A2A Service.
12. "Pending" means any Instruction that you have ordered to be made which has not been Cancelled by you before the Cutoff Time on the Send On date;
13. "Returned" means an External Transfer was rejected and not processed by the third party institution that holds your External Account;
14. "Send On date" means the Business Day we will withdraw funds from your Transfer From account or the date we will send a request to withdraw funds from your External Account, and begin the delivery process;
15. "Sent" means an item has successfully left our delivery system en route to the institution holding your External Account. This is not a confirmation that the institution holding your account has received it;
16. "Transaction Number" means the number that we send in response to your Instructions to confirm that your Instructions have been received by us;
17. "Transfer" includes any Instruction to move funds electronically (using an EFT) from one account to another (e.g., External Transfer) *via* the A2A Service and/or Instructions that have been processed through the Service, as the context requires;
18. "Transfer From account" means the account from which a Transfer is being requested by you via this Service. It includes your External Accounts, unless the context indicates otherwise;
19. "Transfer To account" means the account to which a Transfer is being requested by you *via* this Service. It includes your External Accounts, unless the context indicates otherwise.